Marley Bio

PETER TO POPLAR DRAINAGE

SECTION A

ADVERTISEMENT FOR BIDS

# ADVERTISEMENT FOR BIDS

## ADVERTISEMENT FOR THE INVITATION TO BID ON STORM SEWER FOR: PETER TO POPLAR

Athens Model Cities Program
Project No. PE-N3-001

Sealed proposals from Utility Contractors will be received by H. L. Pittard, City Engineer, for the City of Athens, Georgia, at the City Hall up to 3:00 p.m. Eastern Standard Time on January 5, 1976, for all labor and/or materials required to fully complete the installation of storm sewer, at the indicated location.

All proposals will be publicly opened and read aloud at 3:00 p.m. Eastern Standard Time on January 5, 1976, at the Conference Room, Athens City Hall, Athens, Georgia.

Bidding documents may be obtained from H. L. Pittard, City Engineer, City Hall, Athens, Georgia, 30601, beginning December 29, 1975. A Pre-Bid Conference will be held in the Conference Room, City Hall, City of Athens, Athens, Georgia, on January 5, 1976, at 2:30 P.M. for all those contractors holding Bid Documents. At such a time a representative of the Athens Model Cities Program will be available to answer any questions concerning General Labor Standards Provisions. Applications for documents, together with deposit of $15.00 per set, should be filed promptly with the City Engineer, City Hall, Athens, Georgia, 30601. Bidding materials will be forwarded, shipping charges collect, upon receiving deposit. The full amount of deposit for documents will be refunded to each contractor who submits a bona fide bid upon return of such documents in good condition within 30 days after date of opening bids. All other deposits for complete sets will be refunded with deduction of $ 7.50 upon return of same in good condition within 30 days after date of opening bids. Otherwise, the entire deposit may be retained by the City Engineer. Vendors or sub-contractors may obtain partial sets at actual cost of reproduction without refund.

Contract, if awarded will be on a Unit Price/Lump Sum basis. No bid may be withdrawn for a period of 30 days after the time and date of opening. Bids must be accompanied by the proposal, the breakdown, and a Bid Bond from a Corporate Surety Agency authorized to do business in Georgia in an amount not less than 5 percent of bid base. Both Performance and Payment Bonds from a Corporate Surety Agency authorized to do business in Georgia will be required in an amount equal to 100 percent of the contract price. Surety agents must have a local agent located and authorized to do business in Clarke County, Georgia.

All persons or firms desiring to submit bids on said site plans shall be required to comply with the Federal Labor Standards Provisions, General Conditions, Section E, Subsection 50 through 68(a) and will be supplied with the plans and specifications.

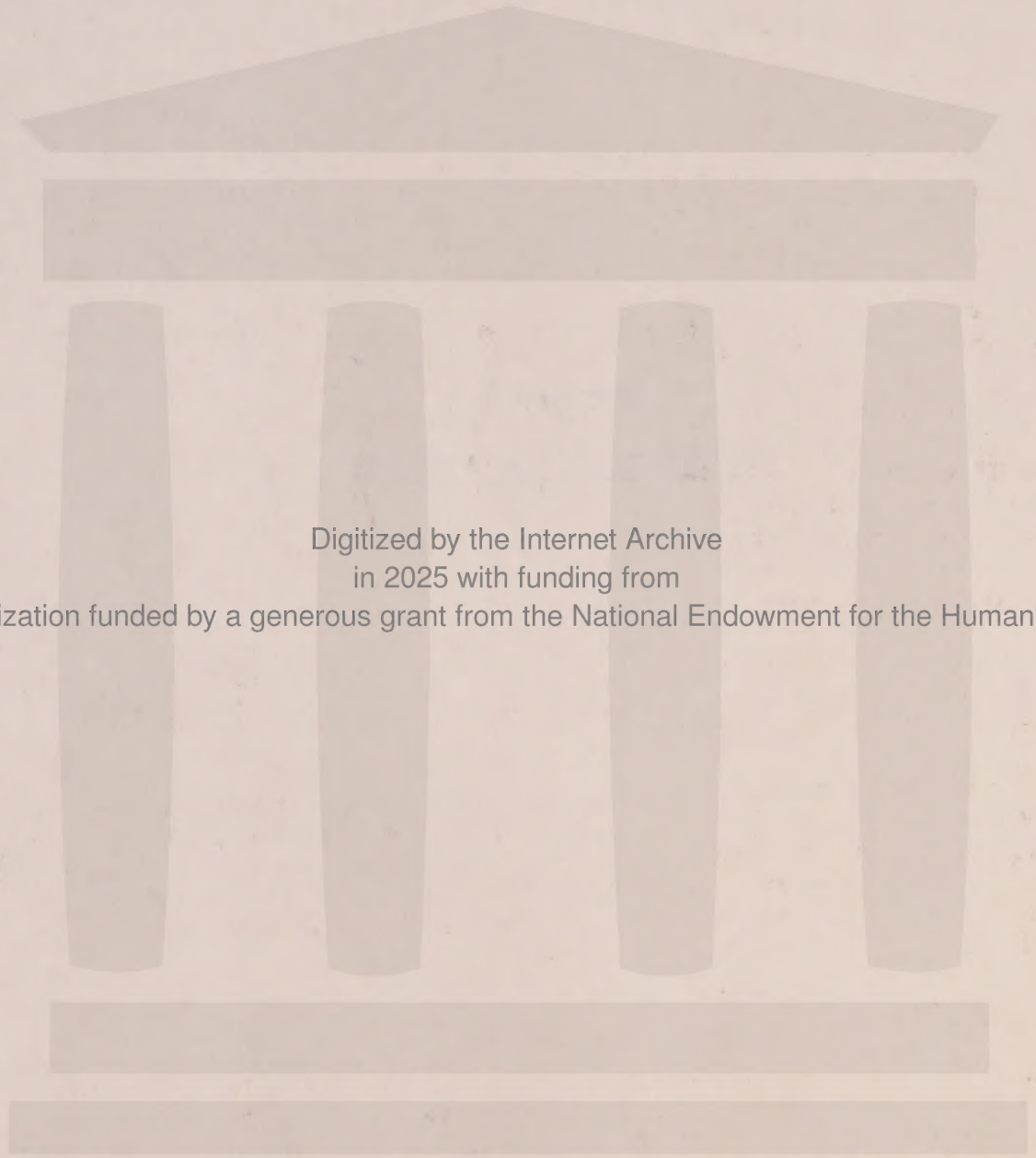
The Owner reserves the right to reject any or all bids and to waive technicalities and informalities. No conditional bids will be accepted.

BY: Julius F. Bishop

JULIUS F. BISHOP, MAYOR
CITY OF ATHENS, GEORGIA

SECTION B

INFORMATION FOR BIDDERS



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https://archive.org/details/contractsspecifi00publ_15

# INFORMATION FOR BIDDERS

## 1. Receipt And Opening Of Bids

The City Of Athens (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the City Engineer until 3:00 o'clock Eastern Standard Time, January 5, 1976, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to City Engineer at City Hall, 301 College Avenue, Athens, Georgia, 30601 and designated as Bid for Storm Sewer for Peter to Poplar Streets.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

## 2. Preparation Of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

## 3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner and the Department of Housing and Urban Development.

## 4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was

mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method Of Bidding

The Owner invites the following bid(s):

Unit Price/Lump Sum

6. Qualifications Of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform his work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bids bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages For Failure To Enter Into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time Of Completion And Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice To Proceed" of the Owner and to fully complete the project within 60 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of $ 20.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Conditions Of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. Addenda And Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writting addressed to H. L. Pittard, City Engineer at City Hall, 301 College Avenue, Athens, Georgia, 30601 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security For Faithful Performance

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power Of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice Of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

(a) Inspection and testing of materials
(b) Insurance requirements
(c) Wage rates
(d) Stated allowances

15. Laws And Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations as amended as of the date of this contract of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method Of Award - Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates in any order or fashion listed in the Form of Bid, as produces a net amount which is within the available funds.

17. Obligation Of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

SECTION C

PROPOSAL FORM AND BREAKDOWN

# P R O P O S A L

Submitted 1/23/76

TO THE MAYOR AND COUNCIL OF THE CITY OF ATHENS

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and contract documents relative thereto; and that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Mayor and Council of the City of Athens in the form of contract specified, to furnish all necessary ~~materials~~, equipment, machinery tools, apparatus, means of transportation, and labor necessary to and to complete the works specified, under the following items, and in the contract, and called for by the specifications, in the manner specified and the time mentioned, according to the requirements or hereinafter set forth, for the following prices to include all cost incidental to the work to which it applies, to wit: to install storm drain from Peter Street to Poplar Street for the sum of See attached proposals (Alt. A and B) DOLLARS $ ----------.

Date 1/23/76

To: Prospective Contractors

From: Office Of City Engineer
Athens, Georgia

Re: Contract For Installation Of 390 Feet Of 48" Storm Sewer As Per Plans For Model Cities Project No. PE-N3-001

Attention: The Contractor may submit a bid on both Alternate "A" Concrete Pipe and Albernate "B" Corrugated Metal Pipe or if the Contractor so choses, he may bid individually on either Alternate "A" or Alternate "B".

BID SUMMARY

Installation of Storm Sewer:

Alternate "A" Concrete Pipe $ No Bid

Alternate "B" Corrugated Metal Pipe $ 7665.00

H.C.B.
R.B.

Maxey Brothers Inc.
Company

Rt 1 Box 1 Bishop, Ca. 3514
Address

By: Henry C. Maxey Pres

# CITY OF ATHENS GEORGIA

TO City of Athens
Engineering Department

ADDRESS City Hall
Athens, Georgia 30601

PROJECT No. PE-N3-001 Storm Sewer

LOCATION Peter Street to Poplar Street

DATE

| Item | Description | Unit | Unit Price | Amount |
|---|---|---|---|---|
| | Alternate "A" Concrete Pipe | | | |
| | | | | |
| 1 | Removal of Oak Tree | 1 Each | | |
| 2 | Removal of Elm Tree | 1 Each | | |
| 3 | 48" Concrete Pipe | 390' | | |
| 4 | Concrete Manhole | 2 Each | | |
| 5 | Concrete Manhole w/Drop Inlet | 3 Each | | |
| 6 | Borrow | 1000 CY | | |
| 7 | Concrete Block Retaining Wall | 144 SF | | |
| 8 | Stabilizer Stone | 350 Tons | | |
| | | | | |
| | No Bid | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Total $ No Bid

# CITY OF ATHENS GEORGIA

TO City Of Athens
Engineering Department

ADDRESS City Hall
Athens, Georgia 30601

PROJECT No. PE-N3-001 Storm Sewer

LOCATION Peter Street to Poplar Street

DATE

| Item | Description | Unit | Unit Price | Amount |
|---|---|---|---|---|
| | Alternate "B" Corrugated Metal Pipe | | | |
| | | | | |
| 1 | Removal of Oak Tree | 1 Each | 300.00 | 300.00 |
| 2 | Removal of Elm Tree | 1 Each | 175.00 | 175.00 |
| 3 | 48" ~~Concrete~~ C.M.P. Pipe | 390' | 9.00 | 2510.00 |
| 4 | ~~Concrete~~ C.M. Manhole | 2 Each | 400.00 | 800.00 |
| 5 | ~~Concrete~~ C.M. Manhole w/Drop Inlet | 3 Each | 500.00 | 500.00 |
| 6 | Borrow | 1000 CY | 3.25 | 3250.00 |
| 7 | Concrete Block Retaining Wall | 144 SF | 3.00 | 430.00 |
| 8 | Stabilizer Stone | 350 Tons | 2.00 | 700.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Total $ ~~9,465.00~~ 8,865.00

In full and complete accordance with the shown, noted, described and reasonably intended requirements, Specifications and Contract Documents, to the full and entire satisfaction of the City of Athens, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents. The Bidder further proposes and agrees hereby to commence the work with an adequate force and equipment on a date to be specified in a written order of the City Engineer so to do, and to complete fully all work hereunder within sixty (60) calendar days from and including said date.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check or Bid Bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Athens, as liquidated damages for such failure; otherwise, the check or Bid Bond accompanying this proposal shall be returned to the undersigned.

Attached hereto is a certified check on the _____ _____ Bank, or a Bid Bond, for the sum of 5% _____ DOLLARS* ($_____) made payable to the City of Athens.

Henry C Hickey Proc L.S.

_____ L.S.

_____ L.S.

ADDRESS:

Rt 1 Box 64

Bishop Georgia 30621

* 5% of highest bid (Alternative A or B)

# SECTION D

## BONDS AND AGREEMENTS

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto The City of Athens, Georgia, as Owner in the penal sum of _____ _____ Dollars ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this _____ day of _____, 1976.

The Condition of the above obligation is such that whereas the Principal has submitted to The City of Athens, Georgia, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the complete work of _____ for the amount of _____ Dollars ($_____)

NOW, THEREFORE:

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their property officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By: _____

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# CONSTRUCTION AGREEMENT

STATE OF GEORGIA

CLARKE COUNTY

THIS AGREEMENT, made and entered into on the 25th day of February, 1976, by and between The City of Athens, Georgia, party of the first part (hereinafter called the "Owner"), and Maxey Brothers, Inc., party of the second part (hereinafter called the "Contractor").

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor will furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the drawings and the Specifications hereinafter set forth, which drawings and specifications, together with the Proposal made by the Contractor, the Advertisement for Bids, Instructions to Bidders and Special Provisions, General Conditions, this Agreement, Performance and Payment Bonds, and all Addenda annexed hereto, shall form essential parts of this Agreement, as if fully contained herein. The work covered by this Agreement includes all work as shown on the drawings, specified and listed in the attached Proposal.

2. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Owner's Engineer and shall fully complete all work hereunder within 60 consecutive calendar days from said date, except as otherwise provided in these documents for extensions of the above time limit. Time is of the essence of this contract and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages the sum of $20.00 dollars for each calendar day that he shall be in default of completing the work within the time limit named herein. Because of the difficulty of fixing damages suffered by the Owner on account of such default, damages are herein agreed upon as stated.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of Ten Thousand Six Hundred Sixty-Seven and No/100 Dollars ($ 10,667.00 ).

4. No later than the 15th day of each calendar month, as the work progresses the Owner shall make partial payments to the Contractor on the value of labor and materials incorporated into the work and of materials on hand at the site of the work, except cement and materials subject to deterioration, for, and including the last day of the preceding month, less payments already made and less deductions for any unaccepted or defective work.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover performance of the work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the Owner so to do, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written in six (6) counterparts, each of which shall, without proof or accounting for the other counterparts be deemed an original contract.

WITNESS: (As to Contractor)
Signed and Sealed in the presence of:

Jerry V. Davis

Pauline D. Hicks

*CONTRACTOR

By: Henry C. Mayer

Title: President

ATTEST: (SEAL)

Harry R. Mayer
Secretary

(SEAL)

Johnny C. Fowler
(Recorder)

THE MAYOR AND COUNCIL, CITY OF ATHENS, GEORGIA

By: Upshaw Battle
(Mayor)

APPROVED AS TO FORM BEFORE EXECUTION

By: J. D. Gann
Attorney for The City of Athens, Georgia

*NOTE: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the Partnership name by one of the partners, with indication that he is a general partner.

# PERFORMANCE BOND

CLARKE COUNTY )
) ss:
STATE OF GEORGIA )

KNOW ALL MEN BY THESE PRESENTS, that we Maxey Brothers, Inc., hereinafter known as the "Contractor", as principal, and Hartford Accident and Indemnity Company, as surety, are held and firmly bound unto the City of Athens, Georgia, hereinafter known as the "Owner", in the penal sum of Ten Thousand, Six Hundred, Sixty-Seven and no/100 * * * * * * * *Dollars ($ 10,667.00 ) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE 26th DAY OF February, 19 76.

WHEREAS, the above bounden Maxey Brothers, Inc. by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for construction of storm sewers on Peter St. to Poplar St., Athens, Georgia. Project # PEN3 001.
All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Maxey Brothers, Inc. shall complete the work provided for in said Contract according to terms, and shall save the obligee hereunder free from all costs and charges that may accrue on account of the doing of the work specified in the contract, and shall comply with the laws appertaining to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

AND THE FURTHER CONDITION OF THIS OBLIGATION IS SUCH THAT IF Maxey Brothers, Inc., as Contractor, shall fully and faithfully perform the work in accordance with the terms of the annexed contract therefor and the plans and specifications therein referred to, and provide the materials therein called for, and replace defective work or material for a period of one year after the completion of this contract, then this obligation shall be null and void; otherwise they, Maxey Brothers, Inc., as Contractor and Hartford Accident & Indemnity Company, as Surety, jointly and severally agree to pay the Owner the difference between the sum to which the said Maxey Brothers, Inc., as Contractor, would be entitled in the completion of the Contract, and that which the Owner may be obliged to pay for the completion of the work by Contract or otherwise, and agree to pay any damage, direct or indirect or consequential, which said Owner may sustain on account of such work or on account of the failure of said Contract, properly and in all things to keep and execute the provisions of the Contract.

And the said Maxey Brothers, Inc. as Contractor, and Hartford Accident & Indemnity Company as Surety, hereby further bind themselves, their successors, assigns, heirs, executors and administrators, jointly and severally, that they will indemnity and save harmless and will pay all amounts, damages, costs and judgements which may be recovered against, and all expenses incurred by, the Owner and all representatives of said Owner from or arising out of all or any suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or any such suit or claim arising from any other act, omission, negligence or misconduct of the Contractor, his agents, representatives, servants and employees in the performance of said work or of the repair of maintenance thereof, or the manner of doing the same, or the neglect of said Contractor, or agents or servants, or the improper performance of the said work by the Contractor or agents or servants, or the infringement of any patent rights by reason of the use of any equipment or materials furnished under the said Contract, and will also pay any damages for delay in performance within the time agreed, as stated in the Contract; further, failure so to do with such persons, firms, partnerships or corporation shall give them a direct right of action against the principal and surety under this obligation.

As the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Without limiting the effect of any other provisions herein contained, this Bond is to be construed as a statutory bond under the provisions of Section 23-1705 of the 1933 Code of Georgia as amended to date.

IN WITNESS WHEREOF, the said Maxey Brothers, Inc. has caused its corporate seal to be hereto affixed, and these presents to be signed in its name by Henry C. Maxey, President and the said Hartford Accident and Indemnity Company as surety, has caused its corporate seal to be hereto affixed and these presents to be signed in its name by Lee Pierson, Attorney-in-Fact.

(As to Contractor)

Signed, sealed and delivered in the presence of:

Jerry V. Davis

Pauline D. Tucker

*CONTRACTOR (SEAL)

Maxey Brothers, Inc.

By: Henry C. Maxey President
(Name) (Title)

ATTEST:

Henry R. Maxey
Secretary

(As to Surety)

Signed, sealed and delivered in the presence of:

SURETY (SEAL)

Hartford Accident & Indemnity Company

By: Lee Pierson
Attorney in Fact

APPROVED AS TO FORM:

City Attorney

COUNTERSIGNED:
HUTCHINS, COX, STROUD & PIERSON, INC.

By: M. E. Stroud
Resident Agent
(Resident of Clarke County)

*NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

Bond Approved Johnny C. Fowler
City Clerk

# PAYMENT BOND

CLARKE COUNTY )
) ss:
STATE OF GEORGIA )

KNOW ALL MEN BY THESE PRESENTS, that we Maxey Brothers, Inc., hereinafter known as the "Contractor", as principal, and Hartford Accident & Indemnity Company, as surety, are held and firmly bound unto the City of Athens, Georgia, hereinafter known as the "Owner", in the penal sum of Ten Thousand, Six Hundred, Sixty=Seven & No/100 Dollars ($ 10,667.00 ) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE 26th DAY OF February, 1976.

WHEREAS, the above bounden Maxey Brothers, Inc. by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for construction of storm serews on Peter St. to Poplar St., Athens, Ga. Project # PEN3 001. All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Maxey Brothers, Inc. and all subcontractors to whom any portion of the work provided for in the attached Agreement or Contract is sublet and all assignees of the said Maxey Brothers, Inc. and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, material, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorneys fees, incurred by the claimant or claimants in suite on said bond, then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said contract is to be performed or in any County in which said Contractor or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgement rendered thereon.

(b) The Principal and Surety hereby designate and appoint the CITY CLERK OF ATHENS, GEORGIA as the Agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

(d) This bond is given pursuant to the terms of Section 23-1705 of the 1933 Code of Georgia as amended as all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Maxey Brothers, Inc. has caused its corporate seal to be hereto affixed, and these presents to be signed in its name by Henry C. Maxey, President and the said Hartford Accident & Indemnity Co. as surety, has caused its corporate seal to be hereto affixed and these presents to be signed in its name by Lee Pierson, Attorney-in-Fact.

(As to Contractor)

Signed, sealed and delivered in the presence of:

Jerry V. Davis

Pauline D. Tucker

Maxey Brothers, Inc. (SEAL)
*CONTRACTOR

By: Henry C. Maxey President
(Name) (Title)

ATTEST:

Mary R. Maxey
Secretary

(As to Surety)

Signed, sealed and delivered in the presence of:

SURETY: (SEAL)

Hartford Accident & Indemnity Company

By: Lee Pierson
Attorney in Fact

APPROVED AS TO FORM:

City Attorney

COUNTERSIGNED:

WILLIAMS, COX, STROUD & PIERSON, INC.

By: M E Stroud
Resident Agent
(Resident of Clarke County)

*NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

approved Johnny C Fowler
CLERK

# SECTION E

## GENERAL CONDITIONS

# GENERAL CONDITIONS

## 1. Contract and Contract Documents

The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to applicable Federal laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.


1. Contract and Contract Drawings
2. Definitions
3. Additional Instructions and Detail Drawings
4. Shop or Setting Drawings
5. Materials, Services, and Facilities
6. Contractor's Title to Materials
7. Inspection and Testing of Materials
8. "Or Equal" Clause
9. Patents
10. Surveys, Permits, and Regulations
11. Contractor's Obligations
12. Weather Conditions
13. Protection of Work and Property--Emergency
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51. Minimum Wage Rates for Laborers and Mechanics
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53. Anticipated Costs of Fringe Benefits
54. Overtime Compensation Required by Contract Work Hours and Safety Standards Act
55. Employment of Apprentices/ Trainees
56. Employment of Certain Persons
57. Regulations Pursuant to So-Called "Anti-Kickback Act"
58. Employment of Laborers or Mechanics not Listed in Aforesaid Wage Determination Decision
59. Fringe Benefits not Expressed as Hourly Wage Rates
60. Posting Wage Determination Decisions and Authorized Wage Deductions

25. Payments to Contractor
26. Acceptance of Final Payment as Release
27. Payments by Contractor
28. Insurance
29. Contract Security
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31. Assignments
32. Mutual Responsibility of Contractors
33. Separate Contracts
34. Subcontracting
35. Architect/Engineer's Authority
36. Stated Allowance
37. Use of Premises and Removal of Debris
61. Complaints, Proceedings, or Testimony by Employees
62. Claims and Disputes Pertaining to Wage Rates
63. Questions Concerning Certain Federal Statutes and Regulations
64. Payrolls and Basic Payroll Records of Contractor and Subcontractors
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66. Ineligible Subcontractors
67. Provisions to be Included in Certain Subcontracts
68. Breach of Foregoing Federal Labor Standards Provisions
68. (a) Attachment to Federal Labor Standards Provisions

2. Definitions

The following terms as used in this contract are respectively defined as follows:

(a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
(b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
(c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

(a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
(b) Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

## 7. Inspection and Testing of Materials

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.
(b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

## 8. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Architect/Engineer's written approval.

## 9. Patents

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
(c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

## 10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

## 11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as

herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

## 12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

## 13. Protection of Work and Property--Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

## 14. Inspection

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

## 15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

## 16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

## 17. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.
(b) An agreed lump sum.
(c) The actual cost of:
1. Labor, including foremen;
2. Materials entering permanently into the work;
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
4. Power and consumable supplies for the operation of power equipment;
5. Insurance;
6. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

## 18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

## 19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is

allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority or allocation order duly issued by the Government;
(b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
(c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

## 20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

## 21. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

## 22. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

## 23. Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for

such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Owner shall have the right to take over and perform the contract to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

(a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full; Provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this

contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

## 26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

## 27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

## 28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

* (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (b) hereof or, (2) insure the activities of his policy, specified in subparagraph (b) hereof.

(d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under

*See Supplemental General Conditions

this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

(e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Contractor (as shown in Supplemental General Conditions) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

(f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

## 29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

## 30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

## 31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

## 32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

## 33. Separate Contract

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

## 34. Subcontracting

(a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

(b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

## 35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

## 36. Stated Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

## 37. Use of Premises and Removal of Debris

The Contract expressly undertakes at his own expense:

(a) to take every precaution against injuries to persons or damage to property;
(b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
(c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
(d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
(e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
(f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

## 38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

## 39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

## 40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

## 41. Conflicting Conditions

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

## 42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

## 43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

## 44. Protection of Lives and Health

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

## 45. Subcontracts

The Contractor will insert in any subcontracts the sections 50 through 68a contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

## 46. Equal Employment Opportunity

During the performance of this contract the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction

contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however,, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 47. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

## 48. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

## 49. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

(a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.

(b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,

(c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

50. Federal Labor Standards Provisions (Applicability)

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

51. Minimum Wage Rates for Laborers and Mechanics

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified) the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period, are deemed to be constructively made or incurred during such weekly period.

52. Underpayments of Wages or Salaries

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

53. Anticipated Costs of Fringe Benefits

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

54. Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332)

(a) Overtime requirements: No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such work week, as the case may be.

(b) Violation: liability for unpaid wages liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (a), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

55. Employment of Apprentices/Trainees

(a) Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subsection (b) immediately following or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or Subcontractor will be required to furnish to the Local Public Agency or Public Body written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(b) Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and where subsection (c) immediately following is applicable, in accordance with the provisions of 29 CFR 5a.

(c) On contracts in excess of $10,000 the employment of all laborers and mechanics, including apprentices and trainees, as defined in 29 CFR Part 5.2(c) shall also be subject to the provisions of 6(d) of this section.

(d) The Contractor agrees that:

(1) He will make a diligent effort to hire for the performance of the contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of journeymen in that occupation to be employed in the performance of the contract the applicable ratio as determined by the Secretary of Labor;

(2) He will assure that 25 percent of such apprentices or trainees in such occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (a) the availability of training opportunities for first year apprentices, (b) the hazardous nature of the work for beginning workers, (c) excessive unemployment of apprentices in their second and subsequent years of training;

(3) During the performance of the contract he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of (1) and (2) immediately preceding;

(4) He will maintain records of employment by trade of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen; and he will make these records available for inspection upon request of the Department of Labor and the agency;

(5) If he claims compliance based on the criterion stated in 29 CFR 5a.4(b), he will maintain records of employment, as described in the immediately preceding paragraph, on non-Federal and nonfederally assisted construction work done during the performance of the contract in the same labor market area; and he will make these records available for inspection upon request of the Department of Labor and the agency;

(6) He will supply one copy of the written notices required in accordance with 29 CFR 5a.4(c) at the request of Government compliance officers, and will supply at 3-month intervals during the performance of the contract and after completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to the agency and one to the Secretary of Labor.

56. Employment of Certain Persons Prohibited

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

57. Regulations Pursuant to So-Called "Anti-Kickback Act"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948: 62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

58. Employment of Laborers or Mechanics not Listed in Aforesaid Wage Determination Decision

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

59. Fringe Benefits not Expressed as Hourly Wage Rates

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

60. Posting Wage Determination Decisions and Authorized Wage Deductions

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

61. Complaints, Proceedings, or Testimony by Employees

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

62. Claims and Disputes Pertaining to Wage Rates

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

63. Questions Concerning Certain Federal Statutes and Regulations

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

64. Payrolls and Basic Payroll Records of Contractor and Subcontractor

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Complaince" set forth in Section 3.3. of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

65. Specific Coverage of Certain Types of Work by Employees

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

66. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

67. Provisions to be Included in Certain Subcontracts

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

68. Breach of Foregoing Federal Labor Standards Provisions

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

68. (a) Attachment

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C., sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than $5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part3. The term "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations as follows:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3-CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Section 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C., 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:
(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power-lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jettics, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any matter for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor, a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, indenpendent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of Laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 318, "Statement of Compliance", or on an

identical form on the back of WH 317, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 317 and WH 318 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968)

Section 3.4 Submission of weekly statements and the preservation an and inspection of weekly payroll records.

(a) Each weekly statement required under 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) to profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (1) the (1) the deductions shall serve the convenience and interest of the employer.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under 516.27(a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contractor contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of Laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under 3.6 are prohibited.

Section 3.10 Mehtods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see 5.5(a) of this subtitle.

# SECTION F

## SUPPLEMENTAL GENERAL CONDITIONS

# INSTRUCTIONS FOR CONTRACTORS REGARDING DEVELOPMENT OF AFFIRMATIVE ACTION PROGRAMS UNDER EXECUTIVE ORDER 11246

Executive Order 11246, as amended, required that construction contractors on Federally-assisted construction projects not discriminate in employment because of race, color, religion, sex, or national origin. The Executive Order further requires that these contractors "take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin." An Equal Employment Opportunity Clause embracing these principles of "nondiscrimination" and "affirmative action" are required in every nonexempt federally-assisted construction contract.

The Department of Housing and Urban Development, at 24 CFR, Part 130, has issued rules and regulations, which set out, for HUD-assisted construction projects, equal employment opportunity requirements. These requirements provide that the applicant for HUD-assisted construction projects will include, or cause to be included, the equal employment opportunity clause in all non-exempt construction contracts.

HUD's rules and regulations further require that each construction contractor and subcontractor with a contract of $100,000 or more, on a HUD-assisted project costing a $1,000,000 or more develop a written affirmative action compliance program. The written affirmative action plans of contractors and subcontractors are subject to review and approval by HUD and shall:

1. Identify areas of employment, employment policies, and employment practices which require actions by the contractor or subcontractor to assure equal employment opportunity to all employees without discrimination because of race, color, religion, sex, or national origin;

2. Analyze these areas, policies and practices to determine what actions by said contractor or subcontractor will be most effective in assuring equal employment opportunity; and

3. Establish a plan, including, when there are deficiencies in minority utilization, the development of specific goals and timetables, designed to achieve equal employment opportunity through those actions identified as potentially most effective.

When developing a written affirmative action program, the contractor or subcontractor must realize that the essence of "affirmative action" is the policy of developing programs which will provide, in detail, for specific steps to guarantee equal employment opportunity keyed to the problems and needs of minority groups, including when these are deficiencies in minority utilization, the development of specific goals and timetables for prompt achievement of full equal employment opportunity. Affirmative action can be more clearly understood and effective when contractors strive toward the attainment of specific numerical goals for the employment and upgrading of minority workers within given time periods. Goals should be arrived at through analysis of present policies and practices and may provide a means by which contractors and HUD can judge the results of the specific affirmative action steps taken.

A contractor's affirmative action plan should provide at least the following elements:

I. Company's Equal Employment Opportunity Policy;

A statement which clearly states the company's policy of nondiscrimination in employment because of race, color, religion, sex, or national origin.

II. Coordination and Administration of Program:

Designate person and way to contact person who will be responsible for coordination of company's equal employment opportunity program. Also outline how policy and affirmative action program will be desiminated to all employees.

III. Analysis of:

A. Recruitment and Employment Practices;

Consider the extent to which present hiring practices and policies, including recruitment sources, act to exclude minorities from becoming applicants for employment with your company.

B. Work Force;

Consider the current extent of minority group employment in skilled, semi-skilled, and unskilled categories on all the company's projects.

C. Opportunities for Placement;

Consider the anticipated opportunities for placing new employees in skilled, semi-skilled or unskilled categories with company during the period in which the HUD-assisted work is being done.

IV. Establishment of Goals and Timetables;

Based on the analysis done in preceding Section, develop numerical goals (in numbers or percentage man-hours) to work toward within a given time period (time period within which HUD-assisted work will be done) in placing minorities in skilled, semi-skilled, or unskilled but trainee positions with your company.

V. Specific Affirmative Action Steps

Develop specific affirmative action steps which company will make in efforts to reach goals and thus provide equal employment opportunity.

# SAMPLE AFFIRMATIVE ACTION PROGRAM FOR CONSTRUCTION CONTRACTOR

(Construction Company Letterhead)

Project No.:_____

Project Name:_____

Location:_____

Sponsor:_____

## Affirmative Action Plan

### I. Equal Employment Opportunity Policy

It is the policy of _____Company not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. This policy extends to all matters relating to recruitment, hiring, promotion, transfer, recruitment or recruitment advertising, rates of pay and other forms of compensation, and selection for training.

Furthermore, it is the policy of this company to cooperate to the fullest extent with the applicable rules, regulations and orders issued pursuant to Executive Order 11246. It is intended that all officials and employees of this company be informed of this statement of policy and that this policy shall be applied to every phase of employee recruitment, including employment agencies, labor organizations and advertising.

### II. Coordination and Administration of Program

1. The company vice-president, Mr. _____ will serve in the capacity of Equal Employment Opportunity Coordinator. He will be responsible for the overall administration of this Affirmative Action Plan and will assist in EEO matters at the Branch Office and at project construction sites.

2. Administration of this Plan at the project site will be the responsibility of the company's Project Manager.

3. Management will check with each superintendent bi-weekly to ensure that this company's equal employment opportunity obligations, policy, and plan are being implemented.

4. A copy of this affirmative action plan will be provided to each employee and posted on the company's bulletin boards at the main office, the branch office, and all project sites.

III. Analysis of

A. Recruitment and Employment Practices

1. We employ essentially four categories of craftsmen. Our brickmasons and equipment operators are referred from the Bricklayers Local #152 and the Operators Local #617, respectively. During the past year , Bricklayers Local #152 has referred approximately 71 employees to us, of which approximately 17, or 24% were minority. During that same period, the Operators Local #617 referred 11 employees, of which none were minority.

2. We secure our Carpenters and Laborers through walk-ins and word of mouth. During the past year we have employed approximately 63 Carpenters of which 3 were minority (approximately 5%). These were referred to the Carpenters Local #104 and admitted for membership. Of approximately 80 minority walk-in applicants, 60 were employed as Laborers.

B. Present Work Force

| | Total | Non-Minority | Minority |
|---|---|---|---|
| Brickmasons | 46 | 30 | 16 |
| Operators | 3 | 3 | 0 |
| Carpenters | 31 | 28 | 3 |
| Laborers | 54 | 5 | 49 |

C. Opportunities for Placement

During the period of the next 12 months we anticipate (because of attrition or expansion) employing maybe 50 new craftsmen by categories as follows:

| | |
|---|---|
| Brickmasons | 14 |
| Operators | 1 |
| Carpenters | 10 |
| Laborers | 25 |

IV. Goals and Timetables

Our minority employment goals for the next twelve month period is as follows:

| | |
|---|---|
| Brickmasons | 3 |
| Operators | 1 (oiler, trainee) |
| Carpenters | 4 |

V. Specific Affirmative Action Steps

A. We will notify community organizations in writing that we are an equal opportunity employer and that we have employment opportunities available and will maintain records of the organizations' response. The following is a list of organizations we will notify:

1.
2.
3.

B. We will maintain a file of the names and addresses of each minority applicant referred to us and note what action was taken with each such referred applicant, and if the applicant was not employed, the reasons therefor. Where appropriate, applicant will be sent to union hiring hall for permit to work with our company.

C. We will promptly notify HUD when the union or unions with whom we have a collective bargaining agreement has not referred us a minority worker sent by us or we have other information that the union referral process impedes us in our efforts to meet our goals.

D. We will make specific efforts to encourage present minority employees to recruit their friends and relatives for positions we have available.

E. The company's EEO Coordinator will periodically inventory and evaluate all minority personnel in the Laborer category for promotional opportunities and encourage them to seek such opportunities where available.

F. The company will make sure that all facilities and company activities are non-segregated.

G. The EEO Coordinator will continually monitor all personnel activities to ensure that the company's EEO policy is being carried out.

H. We will solicit bids for subcontracts from available minority subcontractors engaged in the trades for which we need subcontractors. Where necessary, and possible, we will offer assistance to those minority subcontractors who bid or are awarded a subcontract with our company.

I. We will notify each subcontractor of his respective EEO obligation and actively cooperate with HUD in assuring compliance.

Signed: _____ (Name)

_____ (Title)

Note to Contractor:

This general outline may be used as a guide in developing an acceptable affirmative action program. Each program, however, should be tailored to the contractor's specific operation and needs.

PRINCIPLES OF AFFIRMATIVE ACTION PROGRAM FOR EQUAL EMPLOYMENT OPPORTUNITY

1. Prepare an Equal Employment Opportunity Policy. Make this policy known to all the employees and potential sources of employees.

2. Designate a person in a managerial capacity to coordinate equal employment opportunity efforts.

3. Assure non-discriminatory recruiting of staff taking appropriate steps such as:

   a. Placing employment advertisements in newspapers which serve the largest number of minority group people in the recruiting area.

   b. Recruiting through schools and universities having substantial proportions of minority students.

   c. Maintaining systematic contacts with minority and human relations organizations, leaders, and spokesmen to encourage referral of qualified minority applicants.

   d. Encourage present employees to refer minority applicants.

   e. Making it known to all recruitment sources that qualified minority members are being sought for consideration for professional, sub-professional and other office work whenever staff is needed.

4. Assure non-discriminatory hiring, taking appropriate steps such as:

   a. Instructing personally those of the staff who make hiring decisions that minority applicants for all jobs are to be considered without discrimination.

5. Assure that maximum use is made of sub-professional internship and other training to help equalize opportunity for minority persons such as:

   a. Sponsoring and assisting minority youths, as well as others, to enter sub-professional and professional training and making such training available to the maximum extent.

   b. Actively encouraging minority employees, as well as others, to increase their skills and job potential through participation in available training and education programs.

6. Assure non-discriminatory placement and promotion.

   a. Instruct personally those of the staff who make placement and promotion decisions that minority employees are to be considered without discrimination.

b. Encourage the promotion of minority employees who have increased their skills and job potential in accord with the affirmative action policies.

7. Assure non-discriminatory pay, other compensation and working conditions, taking appropriate steps as:

   a. Examining rates of pay and fringe benefits for present employees with equivalent duties, and adjusting any inequities found.

   b. Not reducing the compensation of existing employees who have been converted to on-the-job training status.

8. Encourage non-discriminatory contracting, taking appropriate steps such as encouraging minority group contractors and contractors with minority representation among their employees to submit proposals for contract work.

9. Follow through, questioning, verifying, making whatever changes or additions to the Equal Employment Opportunity Program that may be necessary to assure effectiveness.

SUPPLEMENT TO GENERAL CONDITIONS

1. SAFETY AND HEALTH REGULATIONS: The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

2. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance in an amount not less than $ 100,000.00 for injuries, including accidental death to any one person and subject to the same limit for each person, in an amount not less than $ 300,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $ 100,000.00 per accident and $ 100,000.00 aggregate.

   The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

3. BUILDER'S RISK INSURANCE: As provided in the General Conditions, the Contractor will maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

4. SCOPE OF INSURANCE AND SPECIAL HAZARDS: All insurance required in this Contract shall cover any special hazards which may be encountered in the performance of this Contract as enumerated in the General Conditions.

5. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS IS ATTACHED.

   * NOTE: This Wage Rate Scale is obsolete, however another scale is being processed. Should the Owner not receive a new scale 3 days prior to bid opening, the bid date will have to be postponed by addendum until one is received.

U. S DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

# REQUEST FOR DETERMINATION AND RESPONSE TO REQUEST

*(Davis Bacon Act as Amended and Related Statutes)*

FOR DEPARTMENT OF LABOR USE

Response To Request

a. ☐ Use area determination issued for this area

b. ☑ The attached decision noted below is applicable to this project

Decision Number: 75-GA-240

Date of Decision: 8/5/75

Expires: 12/2/75

Supersedes Decision Number:

Approved

By direction of the Secretary of Labor

Alfred L. Gaona, Director
Division of Wage Determinations
EMPLOYMENT STANDARDS ADMINISTRATION

Requesting Officer (typed name and signature): E. J. Maddox

Department, Agency, or Bureau: DHUD - Georgia Area Office

Phone Number: 526-6994

| Date of Request | Est. Advertising Date | Est. Bid Opening Date |
|---|---|---|
| 7-24-75 | 8-15-75 | 9-8-75 |

Prior Decision Number (if any):

Est. $ Value of Contract: ☒ Under ½ Mil. ☐ 1 to 5 Mil. ☐ ½ to 1 Mil. ☐ Over 5 Mil.

Type of Work: ☐ Bldg. ☐ Highway ☐ Resid. ☒ Heavy

Location of Project (city or other description): Athens

County: Clarke

State: Georgia

Address to which wage determination should be mailed. Must be complete and include ZIP Code. (Print or type)

Department of Housing & Urban Development
230 Peachtree Street, NE
Atlanta, Georgia 30303
Attn: Elaine Wabich
Wage Requirements Clerk

Wage Survey by Agency Attached: ☐ YES ☐ NO N/A

Wage Survey by Agency In Progress: ☐ YES ☐ NO N/A

Description of Work (Be specific) (Print or type)
CDBG Project Number B-75-HN-13-0003
Install water main, Sanitary sewer lines, storm drains, and create a "semi-mall" area in the Central Business District.

CHECK OR LIST CRAFTS NEEDED (Attach continuation sheet if needed)

___ Asbestos workers
___ Boilermakers
___ Bricklayers
___ Carpenters
___ Cement masons
___ Electricians
___ Glaziers
___ Ironworkers
___ Laborers, *(specify classes)*
___ _____
___ _____
___ _____
___ _____
___ _____
___ Lathers
___ Marble & tile setters, terrazzo workers
___ Painters
___ Piledrivermen
___ Plasterers
___ Plumbers
___ Roofers
___ Sheet metal workers
___ Soft floor layers
___ Steamfitters
___ Welders--rate for craft
___ Truck drivers
___ Power equipment operators, *(specify types)*
___ _____
___ _____
___ _____
___ _____

Other crafts
___ _____
___ _____

| | Basic Hourly Rates | Fringe Benefits Payments | | | | |
|---|---|---|---|---|---|---|
| | | H & W | Pensions | Vacation | App. Tr. | Others |
| Asphalt raker | $2.76 | | | | | |
| Carpenter | 3.42 | | | | | |
| Carpenters' helper | 2.40 | | | | | |
| Concrete finisher (cement mason) | 3.30 | | | | | |
| Concrete finisher (cement masons) helper | 3.00 | | | | | |
| Drill operator | 2.88 | | | | | |
| Formsetter | 2.92 | | | | | |
| Ironworker, reinforcing | 3.10 | | | | | |
| Laborer | 2.37 | | | | | |
| Mason,structure (bricklayer,brick mason) | 2.50 | | | | | |
| Oiler-greaser | 2.50 | | | | | |
| Painter | 5.00 | | | | | |
| Piledrivermen (piledriver leadsman) | 2.85 | | | | | |
| Pipelayer | 2.56 | | | | | |
| Power tool operator (includes air tools chainsaws, power saws, etc.) | 2.75 | | | | | |
| Rodman (chainman) | 2.85 | | | | | |
| Truck drivers: | | | | | | |
| Single rear axle or 2½ tons & less | 2.45 | | | | | |
| Multi rear axle or over 2½ tons | 2.82 | | | | | |
| Welder | 4.00 | | | | | |
| POWER EQUIPMENT OPERATORS: | | | | | | |
| Asphalt distributor | 2.90 | | | | | |
| Asphalt paving machine (asphalt screed, asphalt spreader) | 2.83 | | | | | |
| Backhoes: | | | | | | |
| ¼ c.y. or less | 2.75 | | | | | |
| over ¼ c.y. | 3.00 | | | | | |
| Bulldozer | 3.19 | | | | | |
| Concrete mixer | 2.78 | | | | | |
| Concrete paving machine(inc.slip form) | 3.25 | | | | | |
| Concrete paving saw | 3.00 | | | | | |
| Crane, derricks, draglines | 3.94 | | | | | |
| Front end loaders: | | | | | | |
| 1 c.y. or less | 2.75 | | | | | |
| over 1 c.y. | 3.00 | | | | | |
| Mechanic | 3.45 | | | | | |
| Mechanic helper | 2.50 | | | | | |
| Motor grader (motor partol) | 3.50 | | | | | |
| Paint striping machine (liner, spray machine) | 3.00 | | | | | |
| Pile driver | 3.50 | | | | | |
| Roller | 2.50 | | | | | |
| Scraper (pan) | 3.05 | | | | | |
| Shovel | 3.50 | | | | | |
| Stone spreader (aggregate spreader) | 2.84 | | | | | |

| POWER EQUIPMENT OPERATORS (Con't) | Basic Hourly Rates | Fringe Benefits Payments | | | | |
|---|---|---|---|---|---|---|
| | | H & W | Pensions | Vacation | App. Tr. | Others |
| Tractors: | | | | | | |
| 80 h.p. & less (farm type, crawler) | $2.42 | | | | | |
| Over 80 h.p. (farm type, crawler) | 3.00 | | | | | |

# SECTION G

## GENERAL SPECIFICATIONS

CITY OF ATHENS

TECHNICAL SPECIFICATIONS

FOR

STORM SEWER INSTALLATION

SCOPE: The work covered by this section consists of furnishing all labor, supplies, equipment and materials and performing all operations in connection with construction of pipe culverts, inlets, and other drainage structures in strict accordance with this section of specifications and the applicable drawings and subject to the terms and conditions of the contract.

GENERAL: The drainage system shall be constructed of the materials specified in this section and in the manner indicated on the drawings or as directed by the Engineer in charge. Pipe shall be laid true to grades shown on the drawings. Any line in which opening or faulting of the joints occurs during backfilling or before final inspection and acceptance which will allow infiltration of materials or a charge in flow characteristics must be repaired or replaced to the satisfaction of the Engineer. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather is unsuitable for such work. Full responsiblity for the diversion of drainage and dewatering of trenches during construction shall be borne by the Contractor. Any section of pipe already laid which is found to be defective or damaged shall be taken up and relaided or replaced as directed by the Engineer in charge and at the expense of the Contractor.

MATERIALS: All materials shall be furnished by the Contractor and conform to the specifications in this section and applicable drawings, subject to the terms and conditions of the contract.

PIPE: All reinforced concrete pipe shall be of bell and spigot Class III and shall conform to Section 843 of the Georgia DOT Standards Specifications dated 1972.

All corrugated steel pipe is to conform to Federal Specifications WWP-405B. Pipe shall be Class II, Shape 1, Coating A and 14 gauge. A certificate of complaince to the above is to be issued by the manufacturer with each shipment.

Class II pipe shall have butt welded seams with two annular rolled ends. All bands shall be one or twopiece bands with a low profile bolt, bar and strap connector, such as found on the Armco Hugger Band or approved equal. The bands in conjunction with the pipe ends shall provide a relatively watertight connection to prevent the infiltration and subsequent undermining.

All pipes shall be first quality, free of imperfections and true to their theoretical forms throughout their lengths. All work done and materials furnished shall be subject to the inspection of the Engineer, and all improper work shall be reconstructed and all materials which do not conform to the requirements of the specifications shall be removed from the work upon notice being received of the rejection of such materials.

CONCRETE: All concrete shall have a compressive strength of 3000 psi work stress with a slump range for all concrete to be 2" to 4". All concrete shall conform to ASTM specifications:

C 33 - 71a - Concrete aggregates
C 150 - 72 - Portland cement
C 260 - 69 - Air entraining admixtures
C 494 - 71 - Chemical admixtures
C 618 - 72 - Fly ash and raw or calcined natural pozzolans
C 98 - 68 - Calcium chloride

CONCRETE MANHOLE BLOCKS: Concrete manhole blocks shall be equal to that which is now being used by the Public Works Department of the City of Athens and manufactured by Athens Concrete Products Company. Specifications for concrete blocks shall conform to ASTM designation C 139-65 entitled, "Concrete Masonry Units for Construction of Catch Basins and Manholes".

PORTLAND CEMENT: Portland cement shall be Type I and shall conform to ASTM designation C-150-72 entitled, "Standard Specifications for Portland Cement".

MORTAR SAND: Mortar sand shall conform to ASTM designation C-144-70 entitled, "Specifications for Aggregate for Masonry Mortar".

PRECAST MANHOLES: Precast manholes shall be equal to that now being used by Public Works Department of the City of Athens and manufactured by Southeast Precast Concrete Products, Inc. of Tucker, Georgia. Manholes shall be constructed from 4000 psi concrete and design shall conform to ASTM specifications designation C 478-70.

Fabricated C.S.P. manholes shall be equal to that manufactured by the Armco Steel Corporation of Middletown, Ohio. Manholes shall be constructed from C.S.P. which conforms to Federal Specifications WW-P-405B. Pipe shall be Class II, Shape 1, Coating A and 14 guage.

MANHOLE RINGS AND COVERS: Manhole rings and covers shall be of cast iron and equal to the City of Athens standard now being used by the Public Works Department of the City of Athens and manufactured by Russell Pipe and Foundry Company, Alexander City, Alabama. Cast iron rings shall have a minimum weight of 196 pounds with the ring of 142 pounds, making a minimum total combined weight of 338 pounds. Workmanship shall conform to the approved standards of the trade, and castings shall be free of all cracks and blisters. The lip of the ring and the edge of the cover shall be machine tooled so as to provide for a snug fit when they are placed together.

STONE: Stabilizer stone shall meet the applicable quality requirements of Section 800.03 of the State Department of Transportation of Georgia Standard Specifications Volume II and dated January 1, 1966 for Type II stabilizer. This material shall be crusher run stone, gravel, or natural material, well graded from coarse to fine. The column change of the material passing the No. 10 sieve shall not exceed 12 percent. Gradation shall conform to the following requirements:

| | Size | Percent Of Wt. |
|---|---|---|
| Passing | 1½ inch sieve | 100 |
| Passing | No. 10 sieve | 15-45 |
| Passing | No. 200 sieve | 0-20 |

MATERIAL HANDLING:

(a) Unloading: Equipment and facilities for unloading materials shall be furnished by the Contractor and shall at all times be available for use in promptly unloading materials. Delays in unloading railroad cars, unloading trucks or hauling from freight terminals which incur demurrage, truck waiting charges or terminal charges shall be at the expense of the Contractor.

(b) Handling: Pipe and other materials shall be carefully handled to prevent breakage or damage. Pipe shall not be rolled or dropped off of cars or trucks but shall be handled by carefully lifting and lowering into position. Special care shall be used to prevent damage to pipe and other materials.

(c) Distributing: Materials shall be so distributed and placed as to least interfere with the movement of traffic. Distributed materials shall not be placed inside drainage ditches.

(d) Storage: All pipe and other materials which cannot be distributed along the line of the work shall be stored for subsequent use when needed. The Contractor shall make his own arrangements for the use of storage areas.

(e) Responsibility for Replacement: The Contractor shall be responsible for the replacement, at his expense, for all materials broken or damaged through faulty handling. This responsibility shall extend to all materials furnished by the Owner at warehouses or storage yard sites.

(f) Payment: No separate payment will be made for the above work. The cost of such work and all costs incidental thereto shall be included in the unit prices bid for the item to which the work pertains.

LOCATION AND GRADE: The location and grade for the pipe line and appurtenances will be as shown on the plans and will be established on the ground by the Engineer as may be required. The grade line as given on the profile or mentioned in these specifications shall mean the invert or the bottom of the inside of the pipe. The Contractor shall provide such labor and assistance as the Engineer may request, and such hubs, stakes, nails and other fastenings as may be required in the prosecution of such layout work.

ORGANIZATION OF WORK: The Contractor shall so organize his work that backfilling and cleanup shall closely follow pipe laying operations. In general, not more than one block of a street or 500 feet of a road shall be closed for construction at any one time. Before proceeding with trenching operations in a succeeding block, the preceding section shall be backfilled, cleanup completed and the street opened to traffic. For work outside of streets and roads, backfilling shall be performed in such manner that not more than 500 feet of trench shall remain open at any one time.

Failure on the part of the Contractor to comply with the above provisions in a reasonable manner, in the opinion of the Engineer, shall be sufficient cause for the Engineer to order a temporary shutdown of further trenching and pipe laying operations until the provisions are complied with.

CLEARING: The Contractor shall furnish all labor and equipment necessary to clear the right of way for the completion of the work. Clearing shall consist of removing all trees, stumps, roots, brush and debris in the way of construction. This material shall be disposed of by the Contractor in areas outside the right of way. No burning will be allowed without written permission from the City Fire Department.

REMOVING AND RESETTING FENCES: At all locations where existing fences must be removed to permit construction of pipe lines and appurtenances, the Contractor shall remove such fences and, as the work progresses, reset the fences in their original location and at least to their original condition. During construction, the Contractor shall provide such temporary fencing, or employ other safeguards, as will prevent stock and cattle from straying.

PROTECTING TREES, SHRUBBERY AND LAWNS: Trees and shrubbery along trench lines shall not be disturbed unless absolutely necessary, subject to the approval of the Engineer. Any such trees and shrubbery necessary to be removed shall be properly heeled in and replanted. Heeling in and replanting shall be done under the direction of an experienced nurseryman.

Where trenches cross through established lawns, sod shall be cut, removed, stacked and maintained in suitable condition until replacement is approved by the Engineer. Topsoil underlying lawn areas shall likewise be removed and kept separate from general excavated materials, Removal and replacement of sod shall be done under the direction of an experienced nurseryman.

PROTECTING EXISTING UTILITIES AND STRUCTURES: Any damage done to existing underground utility lines and service lines, to telephone and power lines and poles, and to structures of every nature, including walls, steps, signs, drains, and cross-drains, etc., shall be promptly repaired or replaced by the Contractor at his expense. The approximate location of certain known underground lines and structures are shown on the plans for information only. Existing small lines are not shown. The Contractor shall locate these and other possibly unknown utility lines by use of an electronic pipe and cable finder which he shall furnish and have available, in working order, at all times. All underground lines shall be located and exposed in advance of trenching operations.

Removing and relaying of utility lines and services which constitute an obstruction to the completed line and grade of the new work, in the opinion of the Engineer, will be made at the expense of the Owner, unless otherwise shown on the plans to be altered by the Contractor.

BRIDGING OPEN TRENCHES: Where trenches cross streets, walks, driveways and such other points as may be directed by the Engineer, the trenches shall be bridged as necessary, in an open and secure manner, so as to prevent any serious interruption of travel upon the roadway or sidewalks, and also to afford necessary access to public or private premises. The material used, and the mode of constructing said bridges, and the approaches thereto, must be satisfactory to the Engineer.

CONSTRUCTION ALONG HIGHWAYS, STREETS AND ROADWAYS: The Contractor shall install pipe lines on and along highways, streets and roadways in accordance with the applicable regulations of the State, County and City Street Departments with reference to construction operations, safety, traffic control, maintenance and repair, and in accordance with the following:

(a) Protection of Traffic: No highway, street or roadway shall be closed without first obtaining permission from the proper authorities. The Contractor shall provide suitable signs, barricades, lights and flagmen, as required, where traffic may be endangered by construction operations. All highway and street signs temporarily removed by reason of construction shall be promptly replaced as construction progresses.

(b) Construction Operations: The Contractor shall construct all work using the following sequence of operations, so as to least interfere with traffic:

(1) Stripping: Where pipe lines are laid along road shoulders or within the right of way, all sod, top soil and other material suitable for shoulder or right of way restoration shall be stripped and stockpiled for later replacement.

(2) Trenching, Laying and Backfilling: Trenches shall not be opened any further ahead of pipe laying than is necessary for proper laying operations. Trenches shall be progressively backfilled and consolidated, and excess material removed immediately behind pipe laying operations.

(3) Shaping: Immediately after completing backfill operations, the Contractor shall reshape damaged cut and filled slopes, side ditches and ditch lines and restore the right of way to the original condition and to the full satisfaction of the Engineer and other agencies having jurisdiction thereover.

(4) Personnel and Equipment: The Contractor will be required to provide adequate personnel and equipment so as to simultaneously carry out all of the above operations.

(c) Excavated Material: Excavated material shall not be placed in such manner as to interfere with traffic. No excavated material shall be allowed to remain on the pavement; all scattered material shall be broomed and swept away.

(d) Drainage Structures: All side ditches, culverts, cross drains and other drainage structures shall be kept clear of excavated material and be free to drain at all times.

(e) Maintenance: A road grader, or other suitable equipment, shall be furnished and be available at all times for maintenance work along the line of construction operations. Highways, streets and roadways shall be maintained in suitable condition for the movement of traffic until completion and final acceptance of the work. Private driveways that are cut or damaged shall be immediately repaired and maintained in similar fashion.

(f) Payment: No separate payment will be made for the above work. The cost of such work, and all costs incidental thereto shall be included in the unit prices bid for the item to which the work pertains.

REMOVING PAVEMENT: The Contractor shall remove pavement as necessary for installing the new pipe lines and appurtenances and for making connections to existing pipe lines. Asphaltic concrete and concrete pavement shall be cut back from the top edges of ditch lines for a distance of at least twelve (12") inches on each side of the ditch to allow for solid bearing edges for pavement to be replaced.

(a) Marking: Before removing any pavement, the pavement shall be marked for cuts neatly paralleling pipe lines and existing street lines. Asphalt pavement shall be broken along the marked cuts by use of jack hammer or other suitable tool. Concrete pavement and asphalt pavement on concrete base shall be scored to a depth of approximately 1½ inches below the surface of the concrete along the marked cuts. Scoring shall be done by use of rotary saw, after which the pavement may be broken below the scoring by use of jack hammers or other suitable tool.

(b) Machine Pulling: No pavement shall be machine pulled until completely broken and separated along the marked cuts.

(c) Damage to Adjacent Pavement: The pavement adjacent to pipe line trenches must not be disturbed or damaged. If the adjacent pavement is disturbed or damaged, due to any cause such as caving ditch banks, indiscriminate use of construction machinery, etc., the Contractor shall remove the damaged pavement and shall replace it at his own expense.

(d) Payment: The removal and replacement of pavement will be paid for as a separate item, on the basis of measured quantity of pavement removed and replaced at the unit prices bid in the Proposal.

TRENCH EXCAVATION: Excavation for trenches shall include the removal of all material of every description and of whatever substance encountered, to the depths and widths shown on the plans and specified herein, together with all pumping, bailing, draining, sheeting, bedding and such other work as may be required to permit pipe laying to proceed.

(a) Trenches shall be cut to the line and grade as indicated on the drawings. The width of trench shall be the outer diameter of the pipe plus 12 inches, unless soil conditions require a greater width. Care shall be taken not to undercut the trench and where undercutting inadvertently occurs, the Contractor shall backfill the trench to grade with suitable material and thoroughly compact such backfill. Where rock is encountered at grade, the Contractor shall excavate an additional 6 inches and backfill with suitable material to grade and compact.

(b) Bell Holes: Bell holes of ample depth and width shall be excavated in pipe trenches at the location of each joint to permit the joint to be properly made and to insure uniform bearing of the pipe barrel on the bottom of the trench.

(c) Bedding: In locations where pipe is to be bedded in earth excavated trenches, the bottom of such trenches shall be fine graded to allow firm and uniform bearing for the bottom of the pipe barrel on undisturbed earth. Where any part of the trench has been excavated below the grade of the trench, the part excavated below such grade shall be filled with compacted bank sand or stabilizer stone.

(d) Unstable material, when encountered at grade, shall be removed and backfilled with stable material. If approved by the Engineer in charge, the Contractor may backfill the last 6 inches with stone.

TRENCH EXCAVATION IN ROCK: Rock excavation shall comprise solid rock in the original bed or in well defined ledges, the removal of which, in the opinion of the Engineer, requires drilling and blasting or the use of jackhammers or bullpoints. Concrete and masonry structures that require drilling and blasting for removal shall be considered as solid rock unless otherwise provided for herein. Boulders or detached pieces or rock having volumes of more than 8 cubic feet shall also be considered as solid rock.

Where rock is encountered at grade, the trench shall be excavated not less than 8 inches below the barrel of the pipe and refilled with thoroughly compacted crushed stone.

All rock excavated from trenches shall be hauled away and disposed of in locations arranged for by the Contractor, except that rock completely shattered into small fragments by blasting may be mixed with earth backfill when approved by the Engineer for specified locations.

(a) Payment: Rock excavation will not be considered for direct payment. The cost shall be included in the cost of "Trench Excavation".

BLASTING: Blasting operations shall be conducted in strict accordance with existing ordinances and regulations and shall be done only after the Engineer's approval of the method and quantity of the explosive to be used. All exposed structures shall be carefully protected from the effects of blast and all blasts shall be covered with heavy timbers, mats or other suitable material. Blasting shall be done only by experienced workmen. Any damage done shall be promptly repaired by the Contractor at his own expense. All blasting supplies shall be stored in a manner conforming with local laws regulating the storage of such materials. In no case shall blasting caps be stored at the place where dynamite or other explosives are stored.

DEWATERING TRENCHES: All excavation shall be dewatered properly before laying pipe. Where running sand is encountered, dewatering shall be done by well pointing whenever possible. Where soil conditions are not favorable for use of well point, french drains of graded stone shall be constructed to suitably located sumps and the water removed by hauling or pumping. All costs of equipment, labor and materials required for dewatering shall be included in the prices bid for pipelines.

CRUSHED STONE STABILIZATION: Wherever the subgrade is by nature too soft or mucky, in the opinion of the Engineer, for the proper installation of the pipe, he may order the Contractor to undercut the trench and backfill with crushed stone or gravel, 3/4 inch in size and less. The stone so placed shall be brought to the grade required for the particular location and compacted.

(a) Payment: Payment for crushed stone stabilization, only where ordered by the Engineer, will be made in accordance with the unit price bid for the item, measured before placing, and shall include the removal of excavated materials.

BORROW: Whenever sufficient fill is not obtainable within the limits of construction, borrow will be brought in from outside the limits of construction to sufficiently cover and protect the sewer.

(a) Payment: Payment for borrow, only when ordered by the Engineer, will be made in accordance with the unit price bid for the item, measured before placing, and shall include excavation of dirt, hauling and placing of borrow on construction site.

BRACING AND SHEETING: The sides of trenches and excavation for structures shall be securely held by stay bracing, or by skeleton or solid sheeting and bracing, as required by the soil conditions encountered, unless otherwise permitted by the Engineer. Timber bracing and sheeting shall also be used for the protection of other utilities and structures, as required.

Bracing and sheeting may be removed in units when the level of the backfilling has reached a point necessary to protect the pipe and adjacent property. When, in the opinion of the Engineer, sheeting and bracing cannot be safely removed, it shall be left in place.

(a) Payment: No extra payment will be made for timber bracing and sheeting except when ordered by the Engineer to be left in place, in which event it will be paid for in accordance with the unit price bid for the item in the Proposal.

INSTALLATION OF PIPE: All pipe shall be carefully examined for cracks and other defects before laying. If any pipe is discovered to be defective after having been laid, it shall be removed and replaced at the expense of the Contractor. Proper facilities shall be provided for lowering sections of pipe into trenches. The end of the pipe shall be cut flush with the inside of the structures.

The bottom of all trenches shall be rounded to conform to the bottom of the pipe so as to afford full bearing on the entire length of the barrel of the pipe. The trench shall be hand graded to the lines and grades as shown on the plans and as set by the Engineer to give substantially uniform circumferential support to the lower third of each pipe. Pipe laying shall proceed up grade with the spigot ends of the pipe pointing in the direction of the flow. Each pipe shall be laid true to line and grade and in such a manner which is acceptable to the Engineer.

Clearing and grubbing as necessary for the installation of the pipe will not be measured for payment. All wood, brush, etc. must be removed from the project unless permission is given to burn it within the easement.

JOINTING: The complete inside of concrete pipe joints shall be wiped with mortar and the upper half of the outside of the joint shall be filled with mortar. The mortar shall not be less than one part Portland Cement and three parts sand.

CONSTRUCTION MACHINERY: Movement of construction machinery over a culvert at any stage of the construction shall be at the Contractor's risk. Any pipe damaged thereby shall be repaired or replaced at the option of the Engineer in charge and at the expense of the Contractor.

PRECAUTION AGAINST FLOATATION: The Contractor shall take every precaution against floating of the pipe due to an accumulation of water in the trench before backfilling is complete. In the event of floatation, the Contractor shall relay such pipe in a manner directed by the Engineer, making good at his expense any injury or damage to the pipe line which may result.

INSPECTION: The pipe shall not be backfilled until inspection and approval by the Engineer.

MANHOLE CONNECTIONS: Connections to existing manholes shall be made where shown on drawings and at elevations indicated. Holes into the manholes shall be cut so as not to damage the manhole structurally, new inverts shall be cut as required. Wall of manhole shall be rebuilt in a workmanlike manner when new pipe is in place. New inverts shall be grouted with care to obtain a smooth flow line having no ragged projections or burrs.

MANHOLES: Manholes shall be constructed of concrete block, concrete mortar and cast iron cover and frame. The concrete blocks shall be laid by workmen experienced in the field to the curvature of the block so that the manhole will form a complete circle. The first course of block shall be laid on a previously poured six (6") inch concrete base. Mortar for jointing and plastering shall consist of one part Portland Cement and two parts mortar sand. The joints shall be completely filled and be smooth and free from surplus mortar on the inside of the manhole. Where ground water exists and in the opinion of the Engineer the manhole shall be plastered with one-half (½") inch of mortar over the entire outside surface of the walls of the manhole. The invert channels shall be constructed with concrete block and mortar and shall be smooth and semicircular in shape conforming to the inside of the adjacent sewer section. Changes in direction of flow shall be made with a smooth curve as of as large a radius as the size of the manhole will permit. The cast iron ring and cover shall be grouted onto the manhole to the proper grade as shown on the plans.

In the event the Contractor so chooses, precast manholes as described in the material section of these specifications will be permitted. Precast manholes shall be installed in a workmanlike manner to the manufacturer's specifications and to the approval of the Engineer.

SELECTED BACKFILLING: All trenches shall be backfilled immediately after pipes are laid in the trench, unless otherwise directed by the Engineer. Selected backfill material shall consist of finely divided earth, sand, stone, dust, crushed stone, or other approved material. Backfill material shall be carefully handplaced about the pipe and up to a height of at least eighteen (18") inches above the top of the pipe barrel, in uniform layers not exceeding six (6") inches in thickness, each layer thoroughly compacted with proper hand tools in such manner as not to disturb or injure the pipe. Backfilling shall be carried on simultaneously on both sides of the pipe. If suitable select materials are not available from trench excavation, the Contractor will be required to obtain them from some other source approved by the Engineer.

GENERAL BACKFILLING: After selected backfill material has been placed and tamped, the remainder of the trench may be backfilled with general excavated material, except that no rock, unless in small shattered fragments, will be permitted to be mixed with other backfill material. Backfill material shall be placed in uniform layers not exceeding twelve (12") inches in thickness, with each layer thoroughly compacted with heavy duty power tamping tools. At locations outside streets, roads, walks, or other traveled ways open to vehicular or pedestrian travel, the Engineer may waive the requirement of power compaction of backfill upon written request of the Contractor; in which case backfill material shall be windrowed and maintained in a suitable manner so as to concentrate and pond rainfall runoff over the trench. After sufficient settlement has been obtained, in the opinion of the Engineer, the Contractor shall complete surface dressing, remove surplus material and clean up in accordance with these specifications.

Wherever trenches have not been properly filled, or if settlement occurs, they shall be refilled, smoothed off and finally made to conform to the surface of the ground. Backfilling shall be carefully performed and the original surface restored as specified herein and to the full satisfaction of the Engineer. Surplus material shall be disposed of in such locations as the Engineer may direct.

TEMPORARY RESURFACING OF TRENCHES: Where trenches are in paved streets or across paved roadways and driveways open to vehicular traffic, the remaining six (6") inches of backfill up to the travelled surface shall be made with compacted crushed stone. No extra payment will be made for crushed stone specified herein, the cost thereof to be included in the prices bid in the Proposal for replacing street pavement.

METHOD OF PAYMENT: Pipe will be measured along the centerline of the pipe and on the slope between the center of the manholes with no deduction for the space occupied by the manholes. This is the method in which the survey was made for the production of the plans and in most cases the station number of the manholes as shown on the plans will be used to determine the length of pipe. The depth of the sewer to be paid for shall be measured from the surface of the ground to the invert of the sewer. The pipe will be paid for at the contract unit price as shown in the proposal for each size and depth class specified. The payment shall include all equipment, excavation, backfilling, labor, clearing and incidentals necessary to the installation of the pipe.

Manholes will be measured from the invert of the sewer to the top of the cast iron cover. Manholes will be paid for at the contract unit price per each for the depth classification. This payment will include the six (6") inch concrete base and cast iron frame and cover and shall include all labor, equipment, excavation, backfill and incidentals necessary to the construction of the manhole.

CONNECTION TO EXISTING MANHOLES (PAYMENT FOR): This item covers the connection to the existing manholes and the plugging of the unused end. The unit of measurement shall be per each. Payment will be made at the contract unit price for "connect to existing manhole".

CLEANUP OPERATIONS: The sewers shall be kept clean during the construction and as the work approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to the entire length of sewers constructed. He shall at his own expense provide suitable tools and labor for cleaning all dirt, mortar and foreign matter from the sewers. Any excessive leakage of water into the sewers or any deviation from the proper grade or alignment such as to make the work, in the opinion of the Engineer, fall short of first class work shall be promptly corrected by the Contractor at his own expense.

FINAL INSPECTION: When the Contractor considers that all work has been completed, he shall notify the Engineer, who then will carefully inspect all work and make such test as will satisfy him that every provision of the contract has been faithfully carried out.

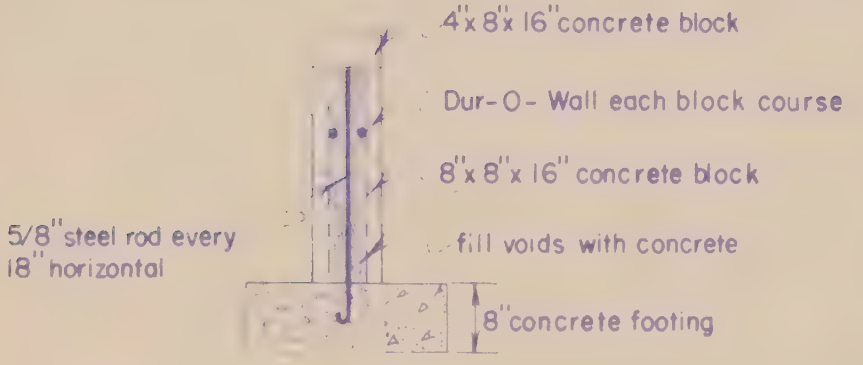
All pipe lines are intended to be straight between manholes, and a circle of light shall be visible from one end to the other. Broken or cracked pipe shall be replaced with sound pipe, and any deposit, protruding joint compounds, cement or packing shall be removed and the barrel of the sewer left clean for its entire length.

All manholes and other work shall be of the specified size and shape and of neat appearance, and shall have their tops set at the proper grade. In general, the work shall comply with these specifications, and if found not to be so in any respect it shall be brought to the proper condition by means acceptable to the Engineer.

ACCEPTANCE OF WORK: Pipe lines and appurtenances will not be considered ready for acceptance until all provisions of these specifications have been complied with, until all tests have been satisfactorily completed and until final inspection of all work has been made.

**CONCRETE BLOCK RETAINING WALL**

NOT TO SCALE

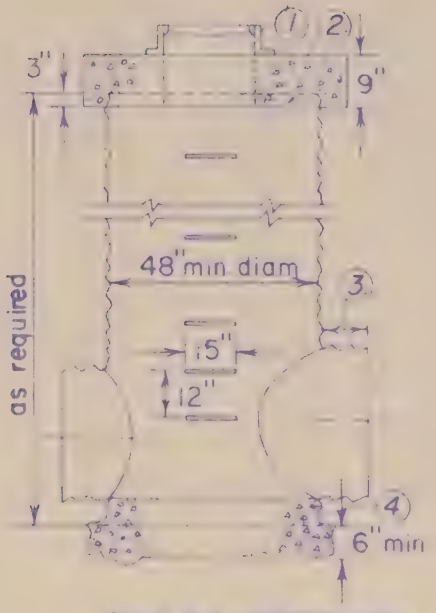



**SECTION VIEW**
**CONCRETE BLOCK RETAINING WALL**

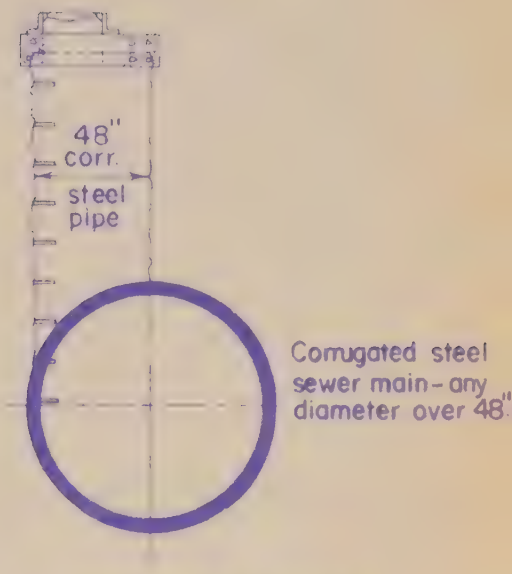
SCALE: 1"= 2'

*OFFICE OF CITY ENGINEER* SCALE: AS SHOWN
*CITY OF ATHENS, GEORGIA* DATE: DECEMBER 23, 1975

DRAWN BY: Glenn M. Coleman
APPROVED BY: H. L. Pittard




CROSS-SECTION
SIMPLIFIED MANHOLE FOR SMALL SEWERS




CROSS-SECTION
SIMPLIFIED MANHOLE FOR LARGE SEWERS

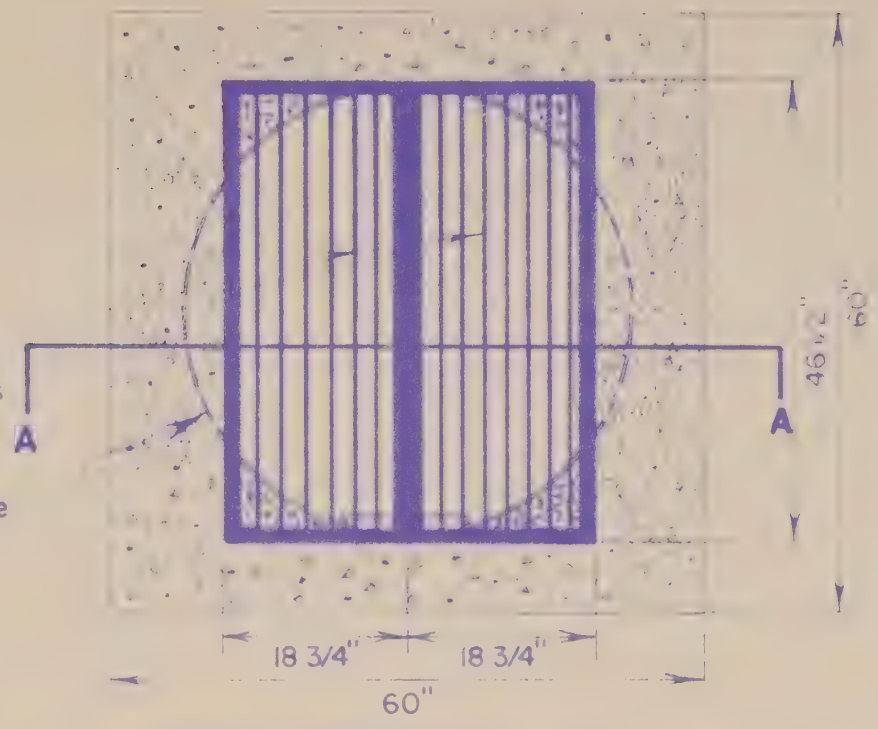
1. Manhole rings and covers shall be of cast iron and equal to the City of Athens standard now being used by the Public Works Department of the City of Athens.
2. Concrete cap to be reinforced according to load requirements and poured in place. Opening in cover to be offset so it is accessible to ladder rungs.
3. Stubs to be 2" longer than half the length of the band type specified
4. Set manhole to grade on bricks or boards. After connecting with main run of pipe fill bottom to invert. Surface of conc. may be wrapped as desired.

*OFFICE OF CITY ENGINEER*
*CITY OF ATHENS GEORGIA*

NOT TO SCALE
DATE: DECEMBER 16, 1975

DRAWN BY: Glenn M. Coleman
APPROVED BY: H.L. Pittard
CONSULTANT: Gary Duck

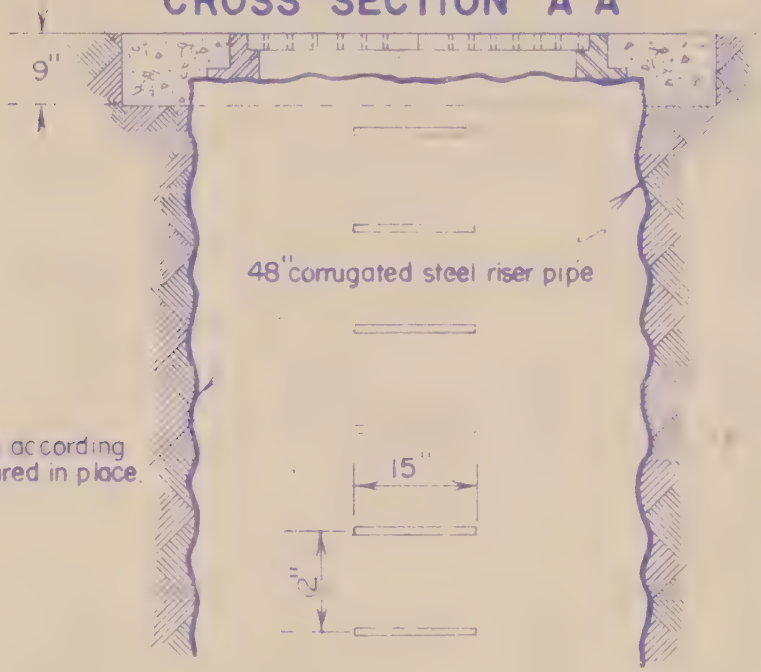
# TOP VIEW
# GROUND SURFACE INLET




Two(2)cast iron catch basins grate and frame. City of Athens standard

48" corrugated steel riser pipe

## CROSS SECTION A-A




Concrete cap to be reinforced according to load requirements and poured in place.

*OFFICE OF CITY ENGINEER*
*CITY OF ATHENS, GEORGIA*

NOT TO SCALE
DATE: DECEMBER 17, 1975

DRAWN BY: Glenn M. Coleman
APPROVED BY: H L. Pittard
CONSULTANT: Gary Duck

UPSHAW C. BENTLEY, JR., MAYOR

H. L. PITTARD, CITY ENGINEER

# CITY OF ATHENS

ENGINEERING DEPARTMENT

ATHENS, GEORGIA

ADDENDUM NUMBER 2

JANUARY 19, 1976

PETER TO POPLAR DRAINAGE
PROJECT NUMBER PE-N3-001
ATHENS MODEL CITIES

To: All Prospective Contractors Holding Bid Documents On The Above Stated Project

From: H. L. Pittard, City Engineer

## SECTION C

## PROPOSAL FORM AND BREAKDOWN

Item 1:
Alternate "B" Corrugated Metal Pipe, Item 3, 4, and 5, should be changed to read, 48" Corrugated Metal Pipe, Corrugated Metal Manhole and Corrugated Metal Manhole with Drop Inlet, consecutively.

## SECTION G

## GENERAL SPECIFICATIONS

Item 2:
Under SCOPE eliminate the words supplies and materials. All supplies and materials will be paid for by the City of Athens. It shall be the responsibility of the Contractor to see that all materials and supplies are delivered to the job site. No separate payment will be made for the above work. The cost of such work, and all costs incidental thereto shall be included in the unit prices bid for the item to which the work pertains.

Item 3:
Under GENERAL alter sentence 4 to read as follows: under no circumstances shall pipe be laid when trench conditions or weather is unsuitable for such work.

# City of Athens

Athens, Georgia
ENGINEERING DEPARTMENT
PERMIT AND INSPECTION OFFICE

ADDENDUM NUMBER 1

December 31, 1975

Peter to Poplar Drainage
Project Number PE-N3-001
Athens Model Cities

To: All Prospective Contractors Holding Bid Documents
On The Above Stated Project

From: H. L. Pittard H. L. Pittard, City Engineer

Section F, Page F-7, Item 5, requires that an updated Wage Rate Scale be attached to the Contract Documents prior to Bid Opening. As the Owner has stated also in that section, it may be necessary to call off Bid Opening until a new scale is received. As stated, the Owner (City of Athens) has not received the new scale and the Bid Opening is hereby amended as follows:

Pre-Bid Conference: January 23, 1976
2:30 P.M. Eastern Standard Time
Bid Opening: January 23, 1976
3:00 P.M. Eastern Standard Time

As soon as the updated Wage Rate Scale is received, prospective Contractors will be notified to pick theirs' up at the Office of the City Engineer.

# Hartford Accident and Indemnity Company

HARTFORD, CONNECTICUT

## POWER OF ATTORNEY

**Know all men by these Presents,** That the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

JULIAN H. COX, WILLIAM E. STROUD, LEE PIERSON, and JAKE HUTCHINS, of ATHENS, GEORGIA,

its true and lawful Attorney(s)-in-fact, with full power and authority to each of said Attorney(s)-in-fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed.

in penalties not exceeding the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) each, ----------

and to bind the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD ACCIDENT AND INDEMNITY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following By-Law adopted by the Stockholders of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 10th day of February, 1943.

ARTICLE IV

SECTION 8. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-fact, and revoke the power and authority given to him.

SECTION 11. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 13th day of March, 1956.

RESOLVED, that, whereas the President or any Vice-President, acting with any Secretary or Assistant Secretary, has the power and authority to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-fact;

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

**In Witness Whereof,** the HARTFORD ACCIDENT AND INDEMNITY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 17th day of January, 1968.

Attest: HARTFORD ACCIDENT AND INDEMNITY COMPANY

*Secretary* *Vice President*

STATE OF CONNECTICUT, } ss.
COUNTY OF HARTFORD, }

On this 17th day of January, A. D. 1968, before me personally came John F. Beardsley, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice-President of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

*Notary Public*
*My commission expires March 31, 1977*

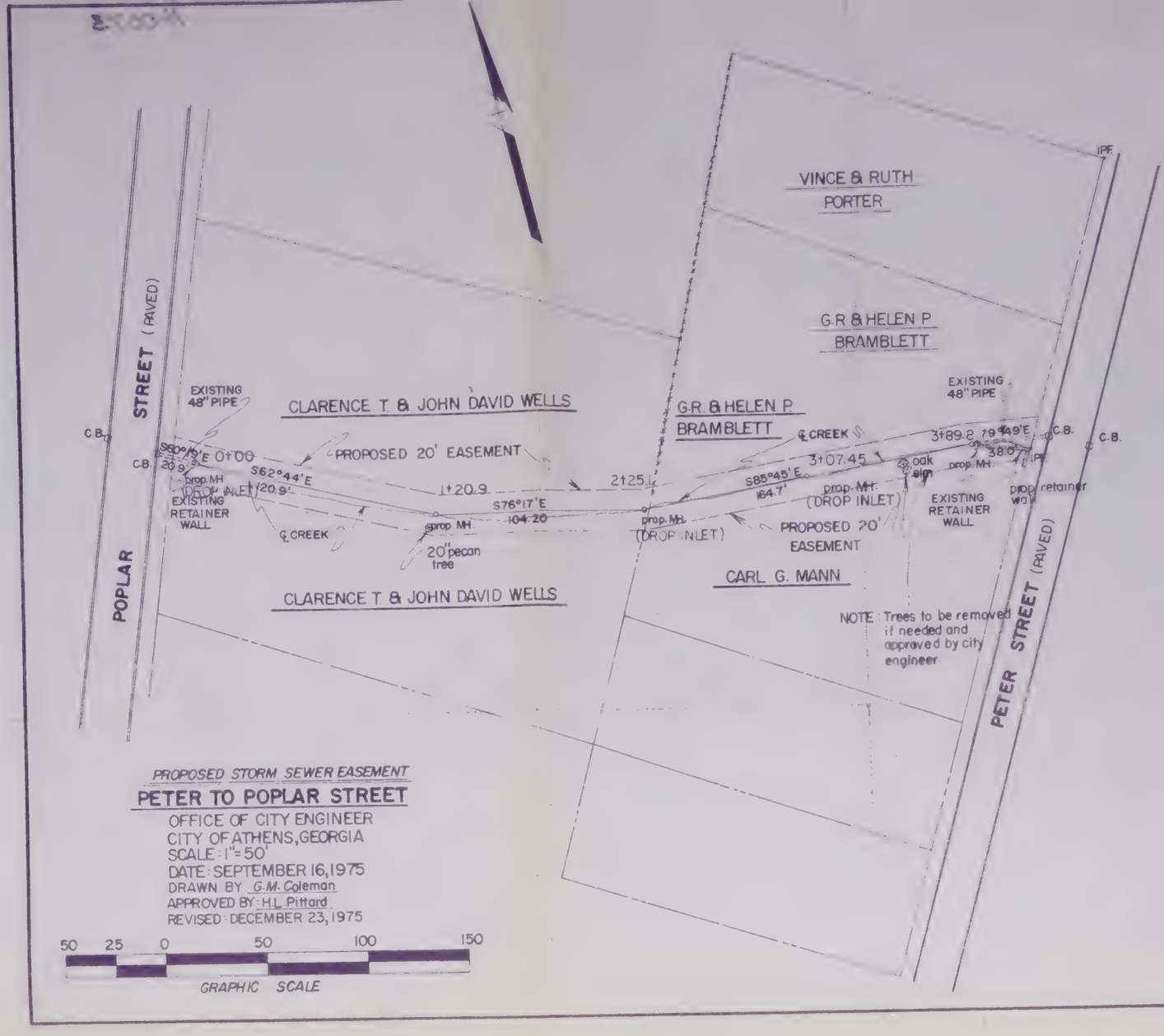
STATE OF CONNECTICUT, } ss.
COUNTY OF HARTFORD, }

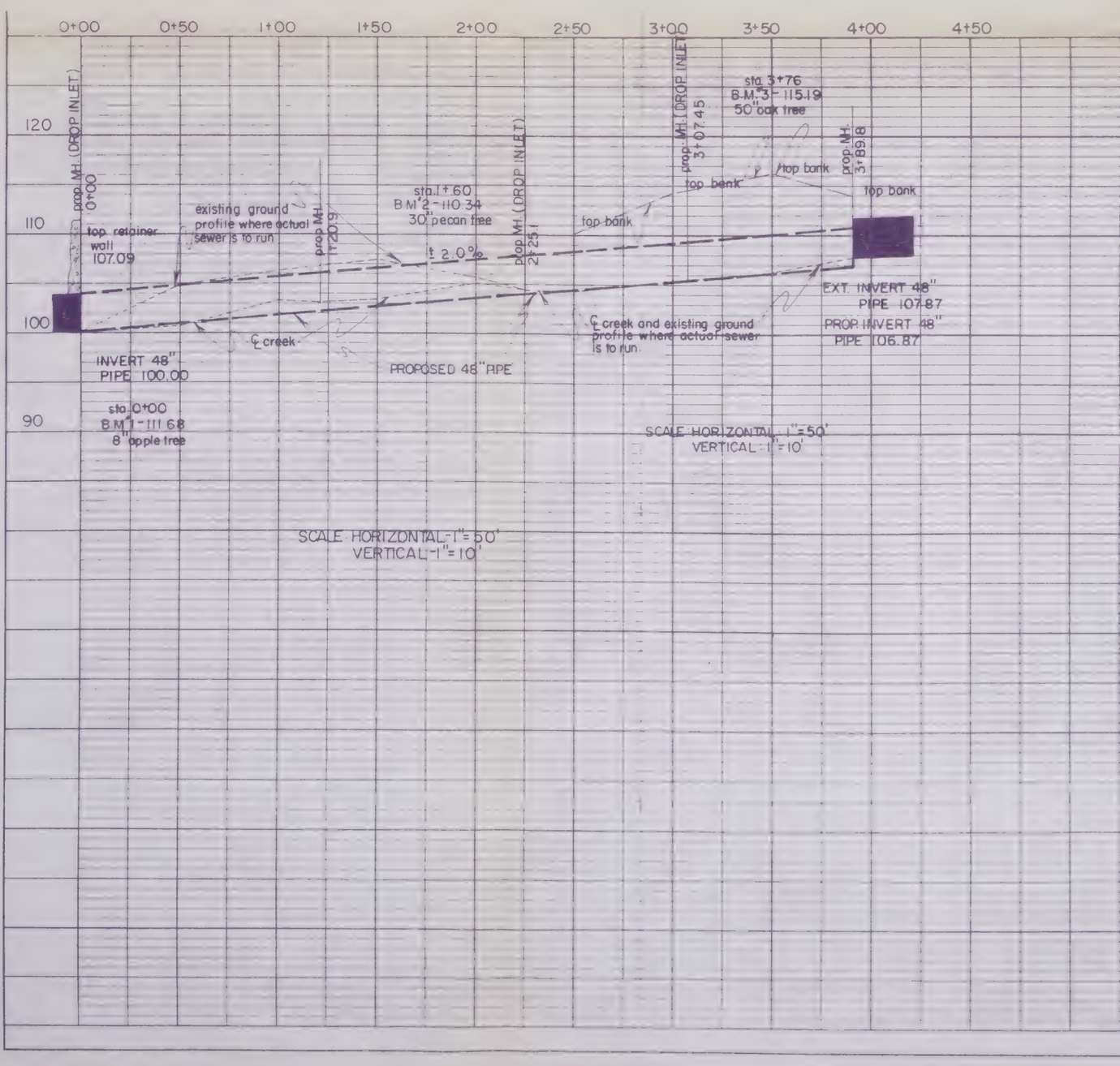
## CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 8 and 11, of the By-Laws of the Company, and the Resolution of the Board of Directors, set forth in the Power of Attorney, is now in force.

Signed and sealed at the City of Hartford. Dated the 26th day of January 19 76

*Assistant Secretary*




PROFILE

NOTE BOOK

No.

STORM SEWER - PETER TO POPLAR

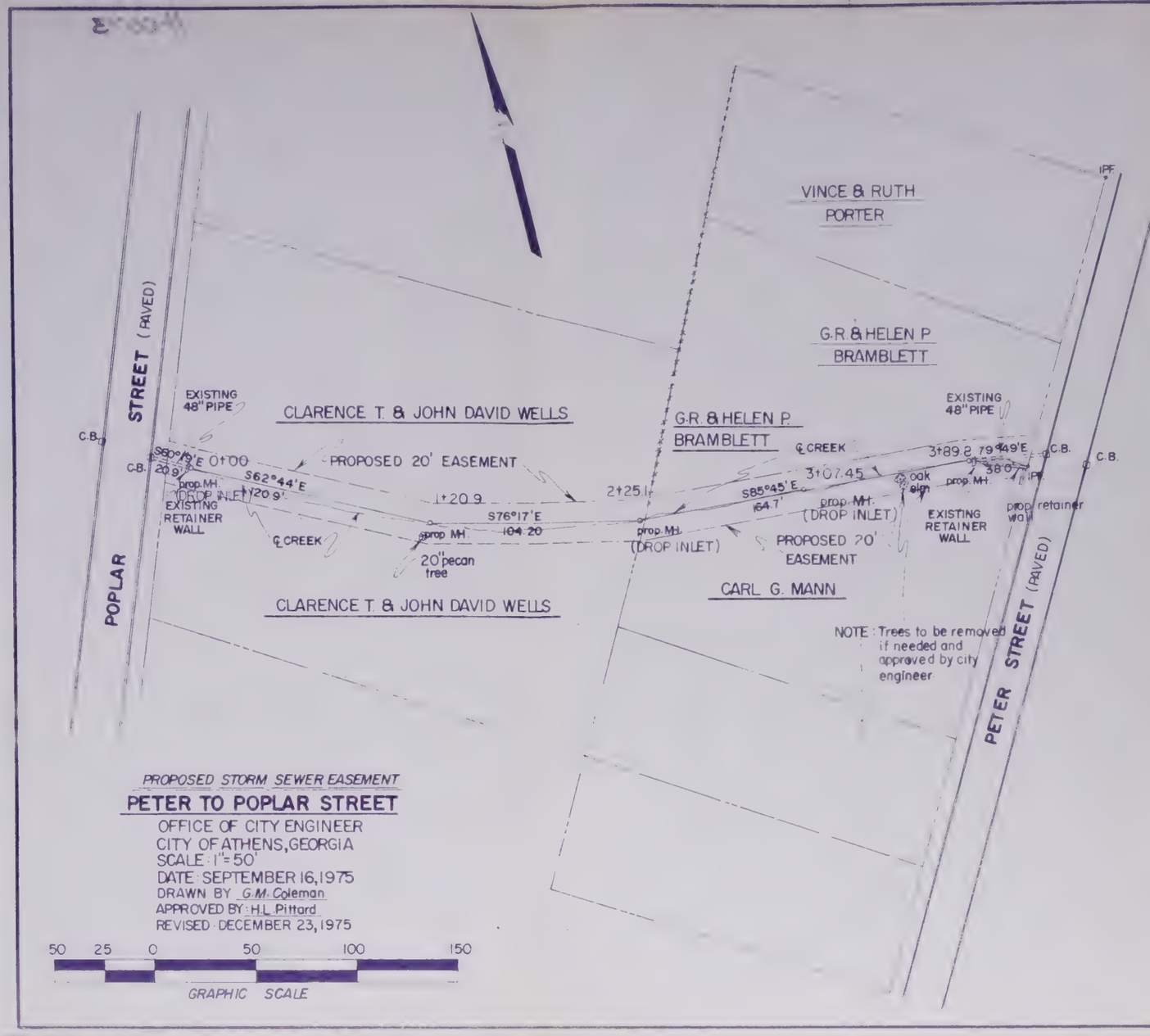
SURVEYED 12-23-75 BY: JAMES BOWALL & ASSOC. 9-11-75

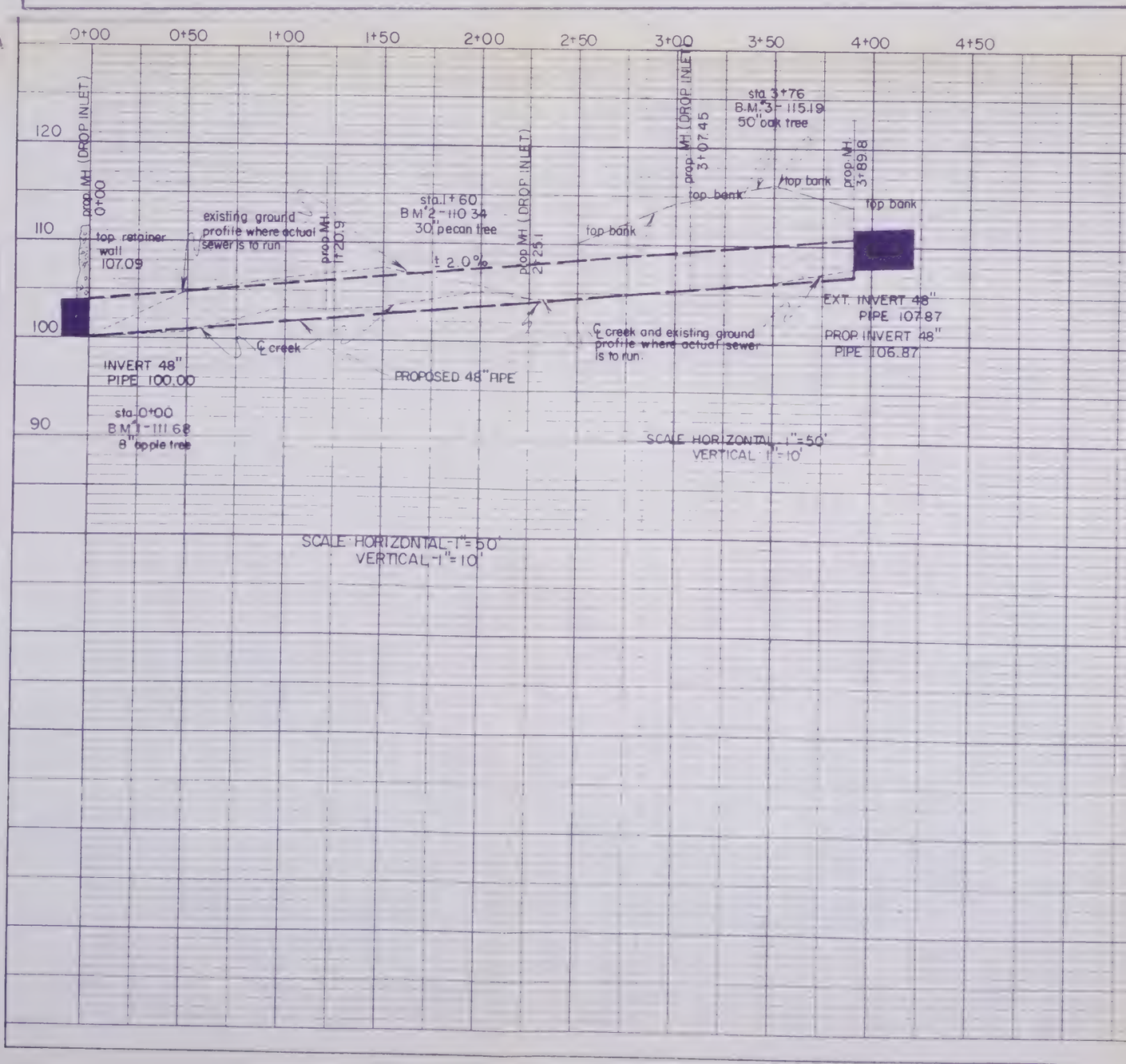
PLOTTED REVISED 12-23-75 BY: G.M. COLEMAN 9-18-75

GRADES CHECKED: H.L. PITTARD 9-19-75

P.M.'s NOTED: SHERRY COLEMAN 9-18-75

STRUCTURE NOTATIONS CHECKED: H.L. PITTARD 9-19-75




PROFILE

NOTE BOOK No.

| | | DATE |
|---|---|---|
| STORM SEWER - PETER TO POPLAR | | |
| SURVEYED | LAMAR BROWN & ASSOC. | 9-11-75 |
| PLOTTED REVISED 12-23-75 | GLENN COLEMAN | 9-18-75 |
| GRADES CHECKED | H. PITTARD | 9-19-75 |
| R. W.'s NOTED | GLENN COLEMAN | 9-18-75 |
| STRUCTURE NOTATIONS CHECKED | H. PITTARD | 9-19-75 |

SURETY DEPARTMENT BOND NO.

# HARTFORD ACCIDENT AND INDEMNITY COMPANY

Hartford Plaza
Hartford, Connecticut 06115

*(A Stock Company)*

## BID BOND

**Know All Men By These Presents,**
That we, Maxey Brothers, Inc., Route # 1, Bishop, Georgia 30621

as Principal, hereinafter called the Principal, and the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation created and existing under the laws of the State of Connecticut, whose principal office is in Hartford, Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Athens, Georgia

as Obligee, hereinafter called the Obligee,

in the sum of 5% of Bid

Dollars ($ 5% ),

for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**Whereas,** the Principal has submitted a bid for Storm sewer - Peter St. to Poplar St., Athens, Georgia - Project # PEN3 001

**Now, Therefore,** if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of January A. D. 19 76

Witness (If Individual)

Maxey Brothers, Inc. (SEAL)
(Principal)

By Henry C. Maxey Pres (SEAL)
(Title)

Attest Harry R Maxey (If Corporation) (SEAL)

(SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Attest

By Lee Pierson (SEAL)
(Title)
Lee Pierson
Attorney-in-Fact

(Approved by The American Institute of Architects,
A. I. A. Document No. A-310, Feb., 1970 Edition)

Form S-3266-3 Printed in U. S. A. 12-'70

# Hartford Accident and Indemnity Company

HARTFORD, CONNECTICUT

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its true and lawful Attorney(s)-in-fact, with full power and authority to each of said Attorney(s)-in-fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed.

in penalties not exceeding the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) each, _____

and to bind the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD ACCIDENT AND INDEMNITY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

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*Secretary* *Vice President*

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*Assistant Secretary*